

# Pillow: 5-Year Limited Warranty

Have a question about delivery? [\(888\) 811-5053](tel:888-811-5053)

## Rest Easy: Tempur-Pedic® Pillows

Tempur-Pedic pillows are made with high-quality materials and rigorous standards, so you get a durable, long-lasting product. Still, we realize that sometimes things go wrong. To protect you against product defects, we include a 5-year limited warranty with our pillows. You can rest assured that the pillow you love tonight will last for years to come.

### Tempur-Pedic® Pillow 5-Year Limited Warranty

Tempur-Pedic North America, LLC (“Tempur-Pedic”) guarantees that it will, at Tempur-Pedic’s option, replace or repair purchaser’s product if it is defective due to faulty workmanship or materials, subject to the limitations described in this warranty. This warranty does not include a normal increase in softness of the TEMPUR® material which does not affect the adaptive qualities of the product. This warranty covers:

- any physical flaw in the product that causes the material to split or crack despite normal usage and proper handling; and
- deterioration of the cell structure of the material that causes the product to not return to its original shape.

During the five (5) years of this warranty, Tempur-Pedic will at its option, repair or replace the product, at a handling cost to the purchaser. This warranty covers Tempur-Pedic pillows and cushions.

If available, the cover for the product is warranted for two (2) years from the date of purchase against faults in material or workmanship. If Tempur-Pedic replaces the cover for the product, Tempur-Pedic will replace it with the current style of cover available, which may be a different cover or material than the original cover. If the product or cover is physically abused, damaged, burned, cut or torn, this warranty is void.

This warranty is valid only for the original purchaser of the product. An original purchaser is one who purchases the product directly from Tempur-Pedic or an authorized Tempur-Pedic retailer. If purchaser is not the original purchaser of this product, he/she takes it “as is” and “with all faults.” If the purchase of this product was not directly from Tempur-Pedic, proof of purchase will be required to demonstrate that purchaser is the original purchaser and eligible to make a valid claim under this warranty.

In the event a warranty claim is filed and a warranty replacement is deemed necessary, purchaser will be required to surrender the original product to Tempur-Pedic prior to the replacement. You may contact Tempur-Pedic’s Customer Service Department by calling toll-free 1-800-821-6621 or by sending an email to [customer.service@tempurpedic.com](mailto:customer.service@tempurpedic.com).

This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.

PLEASE RETAIN THIS WARRANTY AND ORIGINAL PROOF OF PURCHASE FOR AT LEAST 5 YEARS FROM THE DATE OF PURCHASE.

Additional Limitations on Warranty Coverage. In the event a warranty claim is filed and a warranty replacement is deemed necessary, purchaser will be required to surrender the original product to Tempur-Pedic at the time of replacement.

TEMPUR-PEDIC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY; THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPLACEMENT OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE WARRANTY DESCRIBED ON THE FACE OF THIS LIMITED WARRANTY.

#### Binding Arbitration and Class Action Waiver For U.S. Residents

(a) This section applies to any dispute except it does not include a Dispute relating to the enforcement or validity of your, Tempur-Pedic's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Tempur-Pedic concerning your Tempur-Pedic pillow or this warranty, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

(b) In the event of a dispute, you or Tempur-Pedic must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Tempur-Pedic North America, LLC, ATTN: Office of General Counsel, 1000 Tempur Way, Lexington, KY 40511. Tempur-Pedic will send any Notice of Dispute to you by U.S. Mail to your address if we have it or to your e-mail address if we have it. You and Tempur-Pedic will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Tempur-Pedic may commence arbitration.

(c) You may also litigate any dispute in small claims court in your county of residence or Fayette County, Kentucky if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

(d) If you and Tempur-Pedic do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be

resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

(e) Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Tempur-Pedic will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

(f) Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules applying U.S. Federal Rules of Procedure and U.S. Federal Rules of Evidence. The AAA Supplementary Procedures for Consumer- Related Disputes will also apply. For more information, see [www.adr.org](http://www.adr.org) or call 1-800- 778-7879. You agree to commence arbitration only in your county of residence or in Fayette County, Kentucky. Tempur-Pedic agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

(g) Tempur-Pedic will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses as provided below. If you reject Tempur-Pedic's last written settlement offer made before the arbitrator was appointed ("Tempur-Pedic's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Tempur-Pedic's last written offer, Tempur-Pedic will give you three incentives:

- (i) pay the greater of the award or \$5,000;
- (ii) pay twice your reasonable attorney's fees, if any; and
- (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Tempur-Pedic agree on them. For purposes of this limited warranty, an email shall be considered a written communication.

(h) In any arbitration you commence, Tempur-Pedic will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Tempur-Pedic commences, Tempur-Pedic will pay all filing, AAA, and arbitrator's fees and expenses.

Tempur-Pedic may also seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

(i) This warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

(j) To the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one year in small claims court, an arbitration proceeding, or in court, if so permitted herein. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

(k) If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.